

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

JOELSONGS, IMPULSIVE MUSIC,  
JAMES PATRICK PAGE (AKA JIMMY  
PAGE), and ROBERT PLANT,

Plaintiffs,

Case No. 05-60073-CV

v.

Hon. John Corbett O'Meara

FOUR GREEN FIELDS—AN IRISH PUB,  
and RICHARD GRISWOLD,

Defendants.

HONIGMAN MILLER SCHWARTZ AND COHN LLP  
Attorneys for Plaintiffs  
By: Herschel P. Fink (P13427)  
Brian D. Wassom (P60381)  
2290 First National Building  
Detroit, MI 48226  
(313) 465-7400  
hpf@honigman.com  
bdw@honigman.com

MOSS & COLELLA, P.C.  
Attorneys for Defendants  
By: A. Vince Colella (P49747)  
Moss & Colella  
29100 Northwestern Highway  
Suite 310  
Southfield, MI 48034  
(248) 945-0100  
colellav@aol.com

**CONSENT JUDGMENT**

The Complaint in this action was filed on July 11, 2005 against Four Green Fields—An Irish Pub and Richard Griswold (collectively, “Four Green Fields”) for copyright infringement based on the unauthorized public performances of the Plaintiffs’ copyrighted musical compositions. The parties have agreed to resolve all claims between them in the manner set forth below.

It is therefore ORDERED, ADJUDGED AND DECREED:

1. Defendants are enjoined and restrained permanently from publicly performing any or all of Plaintiffs’ copyrighted musical compositions and from causing or permitting Plaintiffs’ copyrighted musical compositions to be publicly performed, and from aiding and

abetting public performances of such compositions, unless Defendants shall have previously obtained permission to give such performances, either directly from the Plaintiffs, or by license from the American Society of Composers, Authors and Publishers ("ASCAP").

2. Judgment is hereby entered against Defendants in the sum of Twenty Thousand and no/100 dollars (\$20,000.00) (the "Judgment Amount"), which amount shall be satisfied by payment of a sum of \$13,500 (the "Settlement Amount"). Defendants shall pay the Settlement Amount to ASCAP, on behalf of the Plaintiffs, in installments as follows: an initial payment in the amount of Three Thousand and no/100 dollars (\$3,000.00) within seven (7) days of the Court's entry of this Consent Judgment; and thereafter, regular payments each in the amount of Three Hundred and 00/100 dollars (\$300.00), due on or before the first of each calendar month beginning on October 1, 2005.

3. The aforementioned payments shall be made by certified, cashier's or bank check payable to the "American Society of Composers, Authors and Publishers" and delivered to ASCAP's attorneys, Honigman Miller Schwartz and Cohn LLP, c/o Brian D. Wassom, Esq., 2290 First National Building, Detroit, MI 48226; or such other recipient as ASCAP or its attorneys may designate.

4. In the event that Defendants shall fail to make any of the payments in accordance with the provisions of paragraphs 2 and 3 above, Plaintiffs' counsel shall provide written notice of such default in payment (via certified mail, overnight courier, facsimile, or hand delivery) to Defendants' attorney, A. Vince Colella, 29100 Northwestern Highway, Suite 310, Southfield, MI 48034, and Defendants shall have the opportunity to cure the default by paying the past due amount within ten (10) days of receipt of notice. If Defendants fail to cure the default within ten (10) days of receipt of such notice, Plaintiffs shall be entitled to receive the entire Judgment Amount plus its reasonable attorneys' fees incurred in connection with its efforts to collect on this Consent Judgment, less any payments made by Defendants as provided in Paragraph 2 above.

5. ASCAP and Defendants have executed a license agreement for the establishment

Four Green Fields—An Irish Pub located at 30919 Woodward Avenue in Royal Oak, Michigan for the term beginning February 1, 2005; license fees pursuant to such license agreement for all periods through December 31, 2005 are included in the Settlement Amount. With respect to license fees due for all periods thereafter, Defendants shall timely submit payment of such fees to ASCAP.

6. Upon receipt of the Settlement Amount (or full payment of the Judgment Amount in the event of default), Plaintiffs shall file a satisfaction of this Consent Judgment with the Court.

7. Defendants shall not willfully dissipate or encumber its assets in order to impair ASCAP's ability to collect the amounts due under this Consent Judgment. In the event that Defendants file a petition in bankruptcy, any sum then due pursuant to this Consent Judgment shall constitute a non-dischargeable debt pursuant to 11 U.S.C. § 523(a)(6).

8. This Consent Judgment shall bind and benefit the heirs, executors, administrators, successors, assigns, parents, affiliates, members and subsidiaries of ASCAP and Defendants.

9. This Consent Judgment constitutes the entire agreement between ASCAP, on behalf of the Plaintiffs, and Defendants, and supersedes any prior agreements or understandings between ASCAP and Defendants, whether written or verbal, and may not be modified in any manner, except by a writing signed by ASCAP and Defendants.

SO ORDERED:

s/John Corbett O'Meara  
John Corbett O'Meara  
United States District Judge

Dated: October 12, 2005